

3. Олефір А. О. Проблеми публічних закупівель крізь призму європейського досвіду. Теорія і практика правознавства: електрон. наук. фахове вид. / А. О. Олефір. – 2017. – Вип. 1 (11)
4. Сучасний англо-український юридичний словник : понад 75 тис. англ. термінів і стійких словосполучень / уклад. : Л. В. Мисик, І. В. Савка; за наук. ред. В. Т. Нора ; Львів. нац. ун-т ім. Івана Франка. – Київ : Ін Юре, 2018. – 1352 с. – (Б-ка словників «Ін Юре»).
5. Arrowsmith, S. Public Procurement Regulation: An Introduction / S. Arrowsmith. – 2010.

CONTRACT FOR TRAVEL SERVICES

Victoria Chernyavska, student

Galyna Yanovytska, Associate Professor (Law), Research Advisor

Natalia Hrynya, Associate Professor, Language Consultant

Lviv National University after Ivan Franko

The world's tourist industry has faced ever-increasing levels of competition in recent years both within and outside the region. Tourist demand and tourist offer depend on a number of changing factors such as economic and financial development, the impact of state policy on law, demographic and social changes, and the development of innovative technologies.

Organization of tourism activity, as well as management in all areas of entrepreneurship, is based on contractual relationships. This confirms that the treaty has determinative nature, it's the only legal form of partnership relations.

Therefore, the main purpose of this thesis is to highlight the essential terms of this type of contract, to determine the importance and the necessity of its signing.

Under Article 901 of The Civil Code of Ukraine according to service contract one party (a performer) under an agreement on the provision of services is obliged to provide a service that is consumed in the process of committing a certain action or activity, and the other party (a customer) undertakes to pay the specified service to the performer, unless otherwise specified by the agreement. So the contract for the provision of services is bilateral and is deemed to have been concluded since the agreement was reached on all essential terms. The main feature that distinguishes a contract for the provision of tourist services is the result of an activity carried out by the contractor. If in the obligations of the contract type the result of the performed work always has a material form, in this kind of obligation the service itself is consumed in the process of its provision.

An agreement for travel services shall be concluded in a written form with the indication of the essential terms of the agreement:

1) term of stay in the place of provision of tourist services with indication of the dates of beginning and end of tourist service;

2) the characteristics of the vehicles carrying out the carriage, in particular their type and category, as well as the date, time and place of departure and return (if the transportation is included in the tourist product);

3) hotels and other similar means of accommodation, their location, category, as well as information about the confirmation of hotel services compliance with the requirements, the term and order of payment for hotel services;

4) types and ways of providing food;

5) the minimum number of tourists in the group (if necessary) and a three-day notice period the tourist that a tourist trip will not take place due to a lack of the group;

6) tourist service program;

7) types of excursion services and other services included in the value of the tourist product;

8) other subjects of tourist activity (their location and details);

9) an insurer, who carries out compulsory and / or voluntary insurance of tourists at the request of a tourist;

10) the rules of entry into the country (place);

11) the cost of tourist services and the payment procedure.

Responsibility for damage caused to the life, health and property of a tourist is established by law if the travel service agreement does not provide for greater liability of the tour operator. Compensation for damage caused to the life or health of a tourist or his property shall be conducted in accordance with the procedure provided for by the current legislation of Ukraine.

Consequently, there are a number of peculiarities of concluding an agreement on the provision of tourist services. Identifying such features and their proper reflection helps to protect the interests of the consumer as a tourist as fully and correctly as possible. One of the main attributes of the appropriate professional level of a travel company is the contract drawn up in accordance with the law, which the firm proposes to conclude with a tourist, and the ability of the travel company to take into account tourist's wishes if certain provisions of the contract don't satisfy him.

Therefore, this kind of contact has a great value in the regulation of tourism relationships. Only a competently concluded agreement with a travel company is the guarantee of your carefree rest, it will help to fully compensate for the material and moral damage that may result from the travel company's fault.

References:

1. Цивільний Кодекс України // Верховна Рада України (ВВР). – 2003. – №40–44.
2. Закон України “Про туризм” // Відомості Верховної Ради України (ВВР). – 1995. – №31.
3. Судова практика з розгляду цивільних справ про захист прав споживачів (2009–2012 рр.). Верховний Суд України. – 2013.
4. Hudyma M. Title of a contract for travel services: tradition or necessity / M. Hudyma; Scientific herald of Uzhgorod National University. – 2013. – P. 178.
5. Українсько-англійський словник правничої термінології / [уклад Л. В. Мисик]. – Київ, 1999. – 523с.